



Health Sciences Center
NEW ORLEANS

**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER
UPTOWN CAMPUS
SECURITY SERVICE CONTRACT**



Health Sciences Center

ADMINISTRATION AND FINANCE

Purchasing/Distribution Services

School of Medicine in New Orleans
School of Medicine in Shreveport
School of Dentistry
School of Nursing
School of Allied Health Professions
School of Graduate Studies
Health Care Services Division

Louisiana State University Health Sciences Center

Purchasing Department
433 Bolivar Street, Sixth Floor
New Orleans, LA 70112

(The First Floor may be closed due to Hurricane damage. You may have to enter through the garage across Bolivar St.)

Additional Information Bid # 001531

Change the attached bid document as follows:

Delete all references to bid envelopes and labels.


Delete items 6 and 7 of the Instructions to Bidders.

Insert your company's name and address on the first page headed Invitation to Bid under the Opening Date. Proposal forms are to be placed in an opaque envelope and endorsed with the bid number, bid title, bid opening date, bid opening time and delivered to Purchasing, LSU Health Sciences Center in New Orleans, 433 Bolivar St. Room 623, New Orleans, Louisiana 70112.

Your company's Federal Tax ID# _____

Michael D. Williams
Senior Buyer
LSUHSC Purchasing

Invitation to Bid

LSUHSC New Orleans			BIDS WILL BE PUBLICLY OPENED:	
VENDOR NO. : SOLICITATION : 001531 OPENING DATE : 12/07/2009			December 07, 2009 03:00 PM	
Security LSUHSC Uptown Campus		Return Bid in Envelope/Labels Provided to: Purchasing Department 433 Bolivar St Room 623 New Orleans LA 70112		
		BUYER : Williams, Michael D. BUYER PHONE : 504/568-6261 DATE ISSUED : 11/12/2009 REQ. NO : FISCAL YEAR : 0		
INSTRUCTIONS TO BIDDERS				
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>2. FILL IN ALL BLANK SPACES.</p> <p>3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>5. SPECIFY YOUR PAYMENT TERMS: _____. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p>				
BY SIGNING THIS BID, THE BIDDER CERTIFIES:				
<p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p> <p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p>				
THE BIDDER FURTHER CERTIFIES:				
<p>* COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.</p> <p>* THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.</p> <p>* THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.</p> <p>* THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).</p> <p>* DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.</p>				
VENDOR PHONE NUMBER:		TITLE		DATE
FAX NUMBER:				
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)		

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 7
NUMBER : 001531 OPEN DATE : 12/07/2009 TIME: 03:00 PM	BIDDER:
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

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<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

Invitation to Bid

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NUMBER : 001531 OPEN DATE : 12/07/2009 TIME: 03:00 PM	BIDDER:
<p>OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p>	

Invitation to Bid

PRICE SHEET		Page 5 of 7			
NUMBER : 001531 OPEN DATE : 12/07/2009 TIME : 03:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
1	Security service for LSUHSC Uptown Campus - Two (2) ARMED security guards M-F five (5) days per week eight (8) hours per day during normal business hours Specify brand, model bid(if applicable) _____	12.00	MO		
2	Security service for LSUHSC Uptown Campus - One (1) ARMED security guard seven (7) days per week twenty-four (24) hours per day Specify brand, model bid(if applicable) _____	12.00	MO		
3	Additional security service for LSUHSC Uptown Campus - One (1) ARMED security guard M-F five (5) days per week eight (8) hours per day during normal business hours Specify brand, model bid(if applicable) _____	1.00	MO		
4	Additional security service for LSUHSC Uptown Campus - One (1) ARMED security guard seven (7) days per week twenty-four (24) hours per day Specify brand, model bid(if applicable) _____	1.00	MO		
5	Security service for LSUHSC Uptown Campus - Two (2) UNARMED security guards M-F five (5) days per week eight (8) hours per day during normal business hours Specify brand, model bid(if applicable) _____	12.00	MO		

Invitation to Bid

PRICE SHEET		Page 6 of 7			
NUMBER : 001531		BIDDER:			
OPEN DATE : 12/07/2009 TIME: 03:00 PM					
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
6	Security service for LSUHSC Uptown Campus - One (1) UNARMED security guard seven (7) days per week twenty-four (24) hours per day Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/>	12.00	MO		
7	Additional security service for LSUHSC Uptown Campus - One (1) UNARMED security guard M-F five (5) days per week eight (8) hours per day during normal business hours Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/>	1.00	MO		
8	Additional security service for LSUHSC Uptown Campus - One (1) UNARMED security guard seven (7) days per week twenty-four (24) hours per day Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/>	1.00	MO		
9	TOTAL Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/> <p style="margin-top: 20px;"> The LSU Health Sciences Center in New Orleans (LSUHSC) requests bids for a security services contract as specified in the scope of work to be provided at the Uptown Campus, 210 State Street, New Orleans, LA 70118. The contract for this agreement will be twelve (12) months. Upon mutual agreement by both parties, the contract can be renewed for four (4) additional twelve (12) month periods at the same prices, terms, and conditions. The total term of the contract cannot exceed sixty (60) months. </p>	1.00	LOT		

Invitation to Bid

PRICE SHEET		Page 7 of 7			
NUMBER : 001531		BIDDER:			
OPEN DATE : 12/07/2009		TIME: 03:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description			Unit Price	Extended Amount
	<p>Title 39 Service Contract</p> <p>Note: For purposes of clarification, this is an All or None Bid. The total bid sum will be used to determine the lowest responsive and qualified bidder.</p>				

Specific Conditions Bid #001531

Bid Opening will take place on Monday, December 7, 2009 @ 3:00PM

THERE WILL BE A MANDATORY PRE-BID MEETING AT 10:00 AM TUESDAY NOVEMBER 24, 2009

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

Contractor – as defined in RS 37:2150, includes general contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services. Generally where the term “Contractor” is used in the specifications, the indication is that the requirement or responsibility is post-award. The term “Contractor” can also be used in the specification as an inclusive term that references the Contractor and all persons, Subcontractors, or other parties of interest acting on behalf of the Contractor in the performance of the contract as described in the specifications.

1.2 Interpretation of Documents and Prior Approvals: If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products he may submit to Michael Williams e-mail at mwil34@lsuhsc.edu or fax 504-717-2901 a written request for an interpretation or prior approval not later than NOON on Monday, November 30, 2009. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Termination by LSUHSC for Convenience

LSUHSC may, at any time, terminate the Contract for their convenience and without cause.

Upon receipt of written notice from LSUHSC of such termination for their convenience, the Contractor shall: cease operations as directed by LSUHSC in the notice; take actions necessary, or that LSUHSC may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for LSUHSC's convenience, the Contractor shall be entitled to receive payment for work executed.

LSUHSC shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

1.4 Termination for Noncompliance

LSUHSC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LSUHSC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying LSUHSC's failure and a reasonable opportunity for LSUHSC to cure the defect.

1.5 Pre-Bid Conference

A mandatory Pre-Bid Conference will be held on Tuesday, November 24, 2009, beginning at 10:00 AM at the LSUHSC Uptown Campus, 210 State Street, New Orleans, LA 70118. Report to the main lobby, first floor main hospital building. The meeting will take place in room 1002. RSVP to Michael Williams at 504-568-6261 or mwil34@lsuhsc.edu if you plan to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements and intent of the Project and to receive comments and information from interested Bidders. **No questions will be accepted at the pre-bid meeting. All questions must be submitted in writing and will be answered via addendum.**

Attendance at the Pre-Bid Conference is required in order to submit a bid and failure to attend will be grounds for rejection of the bid. Anyone arriving 15 minutes after the start of the meeting will be disqualified from the bid. A representative of LSUHSC will have a sign-in sheet to verify the site visit. All bidders must visit the site to determine the scope of the job.

No allowances for previously existing site conditions will be made after the bid. It is the responsibility of the bidder to thoroughly inspect the site to determine any and all factors, which will affect the bid.

Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

1.6 Bidder's Representation

Each Bidder by his bid represents the following:

1. Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
2. Bidder has visited the site and has familiarized him or herself with the local conditions under which the work is to be performed.
3. Bidder's bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
4. Bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his or her bid. Bidder must be licensed by the Louisiana State Board of Private Security Examiners. Bidders must submit a copy of said license with bid.

The Bidder shall be responsible for ensuring that he or she, and all of his or her prospective Sub-contractors, are duly licensed to perform the work described in this specification in accordance with all applicable state, federal codes, laws, regulations and ordinances.

All work must be performed in accordance with all applicable state, and federal codes, laws, regulations and ordinances. Knowledge of existing codes, laws, regulations and ordinances pertaining to the specified work is the responsibility of the Bidder.

Upon award and prior to the commencement of work, the Contractor must provide evidence of the following licensure (copy of the current license or a number that can be verified with the regulating authority), and the names of all Sub-contractors.

1.7 Bidding Procedure

1. The Bidder must properly complete and sign Bid, including all required attestations and addendums. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contract on behalf of your organization. Documentation relevant to this bid include:

INVITATION TO BID

ATTACHMENT B - CERTIFICATION STATEMENT

ATTACHMENT C - INDEMNIFICATION AGREEMENT

ATTACHMENT D – EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

2. All bids are due by 3:00 PM Monday, December 7, 2009 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Delays by mail, traffic, or any other reason will be at the bidders own risk.

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

1.8 Minimum Insurance Requirements

Selected bidder(s) shall maintain the following minimum insurance coverage throughout the duration of the contract:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

1.9 Calendar of Events

<u>Event</u>	<u>Date</u>
RFQ Announcement	November 13, 2009
Pre-Bid Conference (Mandatory) (10:00 AM)	November 24, 2009
Written Inquiry Deadline (12:00 Noon)	November 30, 2009
Issue Responses to Provider Inquiries	December 1, 2009
Bid Submission Deadline & Bid Opening (3:00 PM)	December 7, 2009
Contract Award & Notification	December 21, 2009

NOTE: LSUHSC reserves the right to amend and/or change this schedule of RFQ activities, as it deems necessary.

1.10 Bid Submission

Bids must be received on or before 3:00 PM on the date specified in the Calendar of Events (Section 1.9). Bidders mailing their quotes should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Bidder's expense to:

Michael Williams – Senior Buyer
Louisiana State University Health Sciences Center – New Orleans
433 Bolivar Street
Room 623
New Orleans, LA 70112
Phone: (504) 568-6261
Fax: (504) 717-2901

PLEASE NOTE...all bids are due by 3:00 PM Monday, December 7, 2009 at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. Delays by mail, traffic, or any other reason will be at the bidders own risk. Fax or e-mail bids will not be accepted.

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

SECTION 2 – SCOPE OF WORK

SCOPE: The LSU Health Sciences Center, New Orleans, LA (LSUHSC) is soliciting bids for a contractor to provide on-going security at the Uptown Campus, located at 210 State Street, New Orleans, LA, 70118, as required. The successful bidder will be responsible for providing uniformed security personnel at the Uptown Campus. The decision to use armed or unarmed personnel will be made post award and may change as the needs of LSUHSC change. If agreeable to both parties, the contract will be renewable on an annual basis at the same prices, terms and conditions, not to exceed 60 months following award.

STANDARD REQUIREMENTS:

1. Prospective bidders must abide by the specifications herein listed.
2. The Annual Contract shall include the following terms and conditions:
 - a. A purchase order will be issued to the contractor for the estimated cost of services to be rendered. Contractor must have the purchase order before performing any services. Payment will be made by LSUHSC for work performed per the purchase order.
 - b. All invoices submitted must show the purchase order number. Invoices must be legible. Items billed on invoices must be specific to the work performed. All items must show unit prices in accordance with the contract.
 - c. All bidders may be subject to inspection of their facilities and equipment.
3. Award: LSUHSC will award to the lowest responsive and responsible bidder based on the sum total pricing of all items listed on the Invitation to Bid. This is an all or none bid.

SPECIFICATIONS:

1. Services

- 1.1. Contractor shall provide two (2) uniformed personnel Monday–Friday, 8:00AM–5:00PM (excluding holidays), and one (1) uniformed person seven (7) days per week, twenty-four (24) hours per day, to maintain physical security at the Uptown Campus.
- 1.2. Contractor must maintain internal radio communication ability.
- 1.3. Contractor must maintain stationary point, foot and vehicular mobile patrol capability.
- 1.4. Contractor must limit access to authorized tenants, their visitors, and LSUHSC identification card holders.
- 1.5. Contractor must maintain detailed logs of incidents, activity, and personnel requesting access to buildings.
- 1.6. Contractor must have the ability to provide emergency service in the event of a fire or a natural disaster.
- 1.7. Contractor must have a supervisor on call 24/7 with a call center.

2. Contractor's Performance

- 2.1 All services provided to LSUHSC shall be of the highest industry standard. Services purchased by LSUHSC through this contract shall be subject to inspection and approval by a representative of LSUHSC prior to acceptance and payment.
- 2.2 Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein.
- 2.3 LSUHSC shall not provide storage space for the contractor's supplies, vehicles or equipment.
- 2.4 Contractor shall insure vehicles are legally parked. LSUHSC shall not be responsible for any parking tickets received by the contractor.

3. Contractor's Qualifications

- 3.1 The contractor must be licensed by the Louisiana State Board of Private Security Examiners. The contractor must be certified under the Safety Act by the U.S. Department of Homeland Security. Licenses and certifications must have been obtained by the contractor and not via a third party. The contractor must currently provide or in the past three (3) years provided comprehensive security for a college, university, or other institute of higher education of similar size in the United States. **Contractor should include with bid a copy of said license and certification, along with three (3) references of companies or clients where work of similar size and scope was performed.** References shall include name of company and name of contact person, with phone number and e-mail address. Failure to provide references may disqualify bid response.
- 3.2 The contractor must provide LSUHSC with complete background checks performed by the contractor and the state police on all security personnel. These checks should include but are not limited to:
 - Identity verification via social security number confirmation trace to validate names and addresses provided. This portion of the screening process should also included checks against the Specially Designated Nationals list and the Blocked Persons list maintained by the Office of Foreign Assets Control.
 - Criminal records check, county and state of residence, for all residential addresses provided for the last seven years, along with a multi-jurisdictional search of criminal databases covering courts, correctional departments, parole departments, and sex offender registries nationwide.
 - Driver's license/driving records check through the state department of motor vehicles.
- 3.3 The contractor must provide the following additional screening:
 - Drug screening conducted by an independent drug screening clinic.
 - Psychological examination via the Minnesota Multiphasic Personality Inventory, or an equivalent form of psychological testing.
- 3.4 The contractor must provide evidence of classroom training required for employees utilized in the execution of this contract that includes but is not limited to the following subject matter:
 - Legal Authority of the Security Officer
 - Protecting Crime Scenes and Preserving Evidence
 - Bomb Threats
 - Fire Detection, Suppression, and Life Safety
 - Firearms Safety* (N/A for unarmed personnel)
 - OSHA First Responder – Awareness Level
 - Emergency Response
 - Violence in the Workplace

4. Personnel

- 4.1 Security personnel must be licensed by the Louisiana State Board of Private Security Examiners. A copy of said license(s) must be provided to an LSUHSC representative prior to work performed.
- 4.2 Security personnel must meet one of the following qualifications* (N/A for unarmed personnel):
- Former Military Police (honorably discharged only)
 - Former Police Officer
 - Career Military with a Combat MOS (honorably discharged only)
 - Post Certified Corrections Officer
 - Former Federal Agent
 - Former Elite Forces – Military (honorably discharged only)
- 4.3 While performing services at any LSUHSC facility, the contractor's employees shall wear like uniforms and badges depicting the employee's name and the contractor's company name. Contractor's employees are required to wear closed-toe shoes at all times.
- 4.4 The contractor's personnel shall conduct themselves in a professional manner at all times. All work shall be performed and complaints handled with due regard to the public image of LSUHSC. The LSUHSC representative shall immediately notify the contractor of any complaints received from the public relating to services performed by the contractor. Foul language or profanity used by any contractor or sub-contractor will result in the removal of that person from the LSUHSC property. Sexual harassment will not be tolerated on campus, including staring.
- 4.5 The contractor shall utilize only trained, competent employees in the performance of this contract. At the request of LSUHSC, contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee.
- 4.6 Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from the assignment.
- Per Chancellor's Memorandum # 38 Substance Abuse Policy, LSUHSC reserves the following rights concerning non-employees:

To require organizations that provide personnel to LSUHSC-NO to ensure that the individuals referred do not abuse and are not under the influence of alcohol, illegal substances, or controlled substances.

To require alcohol and drug testing for any non-employees of LSUHSC-NO for reasonable suspicion/for cause that alcohol or drugs are being used during the course and scope of their employment/enrollment or for post accident (job/school related).

To remove any non-employee from work/school when there is reasonable suspicion of them being under the influence of alcohol or drugs or they are post accident.

Non-employees - those individuals who do not receive a W-2 form from LSUHSC-NO, including but not limited to, all independent contract and subcontract workers, volunteers, laborers, or independent agents who conduct business on behalf of or provide services for LSUHSC-NO.

5. Compliance with Applicable Laws and Regulations

- 5.1 Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
- 5.2 Contractor warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. In addition, contractor shall observe professional and occupational standards as outlined in Title 46 Professional and Occupational Standards, Part LIX Private Security Examiners, of the Louisiana Administrative Code.
- 5.3 Contractor shall take precautions to insure work is performed in compliance with occupational safety standards. Equipment used by the contractor in performance of the work listed herein shall meet all required safety regulations. Contractor shall be responsible for providing and placing barricades, tarps, plastic flag tape and other safety traffic control equipment to protect the general public.
- 5.4 Contractor shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

6. Non-Performance

- 6.1 Contractor shall maintain the required personnel to perform the security services for the Uptown Campus as stated in this contract. If required personnel are not on duty during any day, then a non-performance penalty will be assessed at a rate of \$100.00 per day for each of those days. These penalties will be deducted from monthly invoices. LSUHSC may terminate this contract as a result of a repeated lack of required personnel on duty.

ATTACHMENT B: CERTIFICATION STATEMENT

OFFICIAL CONTACT. The State requires that the Provider designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Provider certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Provider certifies that:

- (1) The information contained in its response to this RFQ is accurate;
- (2) Provider warrants that, to the best of his/her/its knowledge and belief, there are no relevant facts which could give rise to organizational conflicts of interest or that the Provider has disclosed all potential or actual organizational conflicts of interest. The Provider agrees that if it becomes the Selected Provider and an organizational conflict of interest with respect to this contract is then discovered, an immediate and full disclosure in writing shall be made to the LSUHSC-NO which shall include a description of the action which the Provider has taken or will take to avoid or mitigate such conflicts. In the event that the successful Provider knowingly failed to disclose a conflict, LSUHSC-NO may immediately terminate the contract for default. Provider certifies that its personnel, who perform work under this contract, have been informed of their obligations to report personal and organizational conflicts of interest to the Provider. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.
- (3) Provider complies with each of the mandatory requirements listed in the RFQ and will meet or exceed the deliverables specified therein;
- (4) Provider accepts the procedures, contract terms and conditions, and all other administrative requirements set forth in this RFQ.
- (5) Provider's quote is valid for at least ninety (90) days from the date of Provider's signature below;
- (6) Provider understands that if selected as the successful Provider, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Provider's Authorized Representative

/ _____
DATE

ATTACHMENT C - INDEMNIFICATION AGREEMENT

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

The contractor will hold and save LSUHSC, its officers agents and employees harmless from liability of any nature or kind including costs and expenses for or as a result of any lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents, provided that the act, omission, conduct, activity, or nonperformance giving rise to the claim for indemnification was the result of bad faith, misconduct or negligence on the part of the Contractor or its agents.

Accepted by: Company _____

Name _____

Signature _____

Title _____

Date _____

Is Certificate of Insurance Attached? _____ Yes _____ No

ATTACHEMENT D: EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

ASSURANCE

The bidder (offeror or applicant) assures Board of Supervisors of Louisiana State University and Agricultural and Mechanical College that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder (offeror or applicant) understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed, or national origin, because of habit, local custom, or otherwise. The bidder (offeror or applicant) understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The bidder (offeror or applicant) further understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of Orders of the Secretary of Labor dated May 9, 1967, and the provisions of equal opportunity clause enumerated in contract dated between Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and bidder (offeror or applicant).

Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. Section 1001.

Vendor

By:

Name and Title

(must be signed by an authorized Executive Official)

Date:

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

As required by U.S. Labor Department, Office of Federal Contract Compliance, Section 60-1.4.

LSU Bid No.

During the performance of this contract, the successful bidder (contractor or vendor) agrees as follows:

- (1)The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offer setting forth the provision of this non-discrimination clause.
- (2)The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3)The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4)The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may use direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VENDOR:

BY:

(Must be signed by authorized Executive Official)

DATE:

AFFIRMATIVE ACTION COMPLIANCE

AFFIRMATIVE ACTION COMPLIANCE PROGRAMS

(a) **REQUIREMENTS OF PROGRAMS.** In accordance with Section 60-1.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, as amended, the Seller shall develop and shall require each of its lower-tier subcontractors hereunder who has 50 or more employees and a subcontract of \$50,000 or more to develop a written affirmative action compliance program for each of its establishments. A necessary prerequisite to the development of a satisfactory affirmative action program is the identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities of utilization of minority group personnel. The Seller's and each of its nonexempt lower-tier subcontractor's programs shall provide in detail for specific steps to guarantee equal employment opportunity keyed to the problems and needs of members of minority groups, including, when there are deficiencies, the development of specific goals and timetables for the prompt achievement of full and equal employment opportunity. The Seller and each of its nonexempt lower-tier subcontractors shall include in his affirmative action compliance program a table of job classifications. This table should include but not be limited to job titles, principal duties (and auxiliary duties if any), rates of pay, and where more than one rate of pay applies (because of length of time in job or other factors), the applicable rates. The affirmative action compliance program shall be signed by an executive official of the Seller or lower-tier subcontractor as the case may be.

(b) **UTILIZATION EVALUATION.** The evaluation of utilization of minority group personnel shall include the following:

- (1) An analysis of minority group representation in all job categories.
- (2) An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.
- (3) An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

© **MAINTENANCE OF PROGRAMS.** Within 120 days from the commencement of the applicable purchase order of the lower-tier subcontract hereunder, the Seller and each nonexempt lower-tier subcontract hereunder shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall

be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time. This information shall be made available to representative of the agency or director upon request and the Seller's and each nonexempt lower-tier subcontractor's affirmative action program and the results it produces shall be evaluated as part of compliance review activities.

VENDOR:

BY:

(Must be signed by authorized executive official)

TITLE:

DATE: